

United States Bankruptcy Court
Middle District of Pennsylvania

In re:
Uptown Partners, LP
Debtor

Case No. 23-00988-HWV
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0314-1
Date Rcvd: Oct 10, 2023

User: AutoDocke
Form ID: pdf010

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 12, 2023:

Recip ID	Recipient Name and Address
+	Kara K Gendron Esq, Mott & Gendron Law, 125 State Street, Harrisburg, PA 17101-1025

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 12, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 10, 2023 at the address(es) listed below:

Name	Email Address
Barry A. Solodky	on behalf of Creditor Landex Management bso@saxtonstump.com msf@saxtonstump.com
Clayton W Davidson	on behalf of Creditor City of Harrisburg cdavidson@mw.com ctran@mcneeslaw.com
Clayton W Davidson	on behalf of Creditor The Harrisburg Redevelopment Authority cdavidson@mw.com ctran@mcneeslaw.com
Gregory Benjamin Schiller	on behalf of Asst. U.S. Trustee United States Trustee Gregory.B.Schiller@usdoj.gov ustpreion03.ha.ecf@usdoj.gov
Jenna Anne Ratica	on behalf of Interested Party Commonwealth of Pennsylvania Office of Attorney General jratica@attorneygeneral.gov, ARC-Court-MiddleDistrict@attorneygeneral.gov
Kara Katherine Gendron	

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on behalf of Trustee Kara Katherine Gendron
karagendronecf@gmail.com;doriemott@aol.com;bethsnyderecf@gmail.com;mottgendronecf@gmail.com;ecf.mottgendron@gmail.com;MottGendronLaw@jubileebk.net

Lauren A. Michaels

on behalf of Interested Party Commonwealth of Pennsylvania Office of Attorney General lmichaels@attorneygeneral.gov

Marielle Macher

on behalf of Creditor Anita Hall mmacher@cjplaw.org

Marielle Macher

on behalf of Interested Party Monique Bryant mmacher@cjplaw.org

Robert E Chernicoff

on behalf of Debtor 1 Uptown Partners LP rec@cclawpc.com,
jbartley@cclawpc.com;jlaughman@cclawpc.com;jkj@cclawpc.com

Suzanne P. Conaboy

on behalf of Interested Party United States Department of Housing & Urban Development Suzanne.Scanlon@usdoj.gov
bethany.a.haase@usdoj.gov

United States Trustee

ustpreion03.ha.ecf@usdoj.gov

TOTAL: 12

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: : No. 1:23-bk-00988-HWV
UPTOWN PARTNERS, LP d/b/a :
Residences at Governor's Square, : Chapter 11
a/k/a Governor's Square Apartments :

ORDER

Upon consideration of the Application of Uptown Partners, LP ("Debtor") to employ Hilco Real Estate, LLC ("Hilco") as Real Estate Agents, Doc. 39, and Notice thereon having been filed with this Court and served upon all creditors and parties-in-interest, it is

ORDERED that:

- a. the Application to Employ as a real estate broker is approved:
- b. the Debtor is hereby granted the authority to employ Hilco as its real estate agent to market and sell the Debtor's real property under the terms and conditions set forth in Hilco's Agreement and the Application except as modified by this Order;
- c. the proposed fee structure set forth in Hilco's Application and Agreement is amended as follows: If the City of Harrisburg, the Harrisburg Redevelopment Authority, the Harrisburg Housing Authority or any other government agency, partner or instrumentality any local government entity, the Commonwealth of Pennsylvania or the United States of America (collectively the "Governmental Buyer") and/or Woda Cooper Companies, Inc., or a related entity ("Woda") is the purchaser, or transferee, of all or any part of the Debtor's real property, then no commission is due and owing to Hilco by the Governmental Buyer or Woda. If an offer accepted by the Debtor and proposed to the Court in a Motion (the "Original Offer") for the transfer or sale of the Debtor's Real Property is from a third party, and is not from a Governmental Buyer or Woda, and such offer is approved by the court, then Hilco shall be entitled to a full commission from said third party buyer provided such buyer is not another government entity or a Government Buyer. Any increase in the consideration from the original sale agreement in Woda's approved sale agreement would cause Woda to owe a commission calculated on the increased consideration over the Original Woda contract consideration. Any such commission on the increased consideration to Woda or on a sale to a non-Governmental Buyer, shall be charged and payable as a buyer's premium. A full commission is payable to Hilco if there is a sale to a party other than a Governmental Buyer or Woda which commission would be charged and payable as a buyer's premium. The Debtor is not paying any commission and is not obligated for any commission on a sale of the Real Property.

d. Nothing contained in this Order shall prevent any creditor, including the City of Harrisburg or the Harrisburg Redevelopment Authority (collectively the “City”), from objecting to a proposed buyer following the filing of a Sale Motion. All proposed buyers shall be presented by Hilco to the City ten (10) business days in advance of entry into an agreement of sale by the Debtor. Such presentation shall include information regarding such proposed buyer’s intended use of the Debtor’s property, operational experience in the housing industry, if any, including information regarding any ownership or operation of low-income housing and the financial health of the proposed buyer.

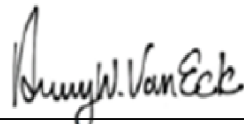
e. the payment of all fees and reimbursement of expenses to Hilco under the Agreement shall occur as approved by the Court in an applicable Order (the “Sale Order”) approving a sale of the Debtor’s Real Property. Prior to closing on a sale, Hilco shall provide an itemization of expenses to be included in the Sale Order to the Office of the United States Trustee. Such payment for expenses to Hilco shall be free and clear of all liens, claims and encumbrances. All rights of the United States Trustee to file an objection to Hilco’s expenses are reserved.

f. Hilco is not required to maintain time records or file interim or final fee applications.

g. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

h. There is no right to surcharge the Debtor’s real property for any fees, expenses and/or commissions that might be due and owing Hilco.

By the Court,

A handwritten signature in black ink, appearing to read "Henry W. Van Eck", written over a horizontal line.

Henry W. Van Eck, Chief Bankruptcy Judge
Dated: October 10, 2023

* Execution of this Order approving employment is not a guarantee that payment will ultimately be approved in any amount from the estate. Such compensation is dependent on the consideration of a final application for fees. In re Engel, 124 F.3d 567 (3rd Cir. 1997).